

CHICAGO TITLE INSURANCE COMPANY

**UPDATED GUARANTEE
Guarantee Number 72156-48601815**

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSUANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: April 7, 2026

CHICAGO TITLE INSURANCE COMPANY

Countersigned By:

Steven Dougherty
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]* President
ATTEST *[Signature]* Secretary

SCHEDULE A

Your Reference: NKA Parke Creek Rd., Ellensburg, WA 98926 (APN 295134)

Our No. 1072059

Guarantee No. 72156-48601815

Liability: \$1,000.00

Fee: \$350.00

Sales Tax: \$29.40

1. Name of Assured: Parke Creek Landing, LLC, a Washington limited liability company
2. Date of Guarantee: 5th day of November, 2024 at 7:30 A.M.

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

See attached Exhibit 'A'

Title to said real property is vested in:

Parke Creek Landing, LLC, a Washington limited liability company

END OF SCHEDULE A

(SCHEDULE B)

Order No: 1072059
Policy No: 72156-48601815

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2026
Tax Type: County
Total Annual Tax: \$919.33
Tax ID #: 295134
Taxing Entity: Kittitas County Treasurer
First Installment: \$459.67
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2026
Second Installment: \$459.66
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2026

5. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

6. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

7. Covenants, conditions and restriction, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: September 6, 2024
Instrument No.: 202409060005

8. Rights of the State of Washington in and to that portion of said Land, if any, lying in the bed or former bed of the Park Creek, if it is navigable.

9. Any question of location, boundary or area related to the Park Creek, including, but not limited to, any past or future changes in it.
10. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
11. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: February 13, 2026
Book: 47 of Surveys, Pages: 170 and 171
Instrument No.: 202602130035
Matters shown:
 - a) Location of fencelines in relation to property boundaries;
 - b) Location of Parke Creek.

END OF EXCEPTIONS

Notes:

- A. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Ptn. N Half of the NW Quarter of Section 34, Township 18N, Range 20E, W.M.
- B. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- C. In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

Guarantee Conditions and Stipulations (12/15/95)

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall

terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service

of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

EXHIBIT 'A'

File No. 1072059

The Northwest Quarter and all that portion of the North Half of the Southwest Quarter lying North of the North right of way boundary of the Kittitas Reclamation District North Branch Canal, all in Section 34, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington;

EXCEPTING THEREFROM:

That portion of the North Half of the Northwest Quarter of Section 34, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, being more particularly described as follows:

Beginning at the Northwest corner of said Section 34, thence North 89°02'00" East, along the North boundary of said Northwest Quarter, 1162.54 feet;
Thence South 00°58'00" East, 154.95 feet to the true point of beginning;
Thence South 84°40'58" East, 83.14 feet;
Thence Northeast along a tangent curve to the left, having a radius of 130.00 feet, through a central angle of 49°34'38", an arc length of 112.49 feet;
Thence South 82°57'35" East, 255.04 feet;
Thence South 05°00'59" West, 503.93 feet;
Thence North 84°45'43" West, 437.60 feet;
Thence North 05°, 03', 41" East, 466.50 feet to the true point of beginning;

AND EXCEPT:

The right of way for Parke Creek County Road along the Western and Northern boundaries thereof.

18-20-34000-0006
 18-20-34000-0111
 18-20-34000-0006
 18-20-34000-0111

RECORD OF SURVEY
 A PORTION OF THE NW 1/4 & A PORTION OF THE N 1/2 OF THE SW 1/4 OF
 SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.
 KITTITAS COUNTY, STATE OF WASHINGTON

SURVEY NOTES:

- THE PURPOSE OF THIS SURVEY IS TO ILLUSTRATE AND DELINEATE THE PARCELS AS SHOWN HEREON, AND TO FACILITATE SATISFYING THE CONDITIONS FOR APPROVAL FOR AN APPLICATION FOR A BOUNDARY LINE ADJUSTMENT SUBMITTED SEPARATELY TO KITTITAS COUNTY UNDER APPLICATION NO. BL-25-00013.
- THIS SURVEY WAS PERFORMED USING A TRIMBLE R10 GNS 6 TRIMBLE 67.7 TOTAL STATION WITH RESULTING ACCURACY THAT MEETS OR EXCEEDS STANDARDS PER IAC 352-150-000.
- FOR ADDITIONAL SURVEY AND REFERENCE INFORMATION, SEE THE FOLLOWING:
 - BOOK 29 OF SURVEYS, PAGE 188 & 189, A.P.N. 20040100044
 - BOOK 43 OF SURVEYS, PAGES 42 & 43, A.P.N. 20021000000
 AND THE SURVEYS REFERENCED THEREIN. ALL RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.
- THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD OR OTHERWISE.
- FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 11/13/2026.
- THE BEARINGS ON THIS SURVEY ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM, NAD 83 (2011) (NAD83/2011), SOUTH ZONE, DERIVED FROM RTK GPS OBSERVATIONS FROM THE WORK USING THE FOLLOWING STATIONING:

STATION DESIGNATION	LATITUDE	LONGITUDE
BMPT	N 41° 52' 59.2438" E	W 120° 19' 37.8780" E

 ALL DISTANCES SHOWN HEREON ARE HORIZONTAL SCALE BASED ON A CONVENTIONAL SCALE FACTOR (CSF) OF 0.999941179, MULTIPLY CSF BY CIRCULE DISTANCE TO OBTAIN TRUE DISTANCES.

LEGAL DESCRIPTION, PER FIRST AMERICAN TITLE INSURANCE COMPANY - GUARANTEE NO. 5003553-00026026

PARCEL A

THE NORTHWEST QUARTER AND THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER LYING ABOVE THE RIGHT OF WAY OF THE CANAL OF THE KITTITAS RECLAMATION DISTRICT, IN SECTION 34 IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

EXCEPTING THEREFROM:

- THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON WHICH IS BOUNDARY BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE N 89°00'00" E, ALONG THE NORTH BOUNDARY OF SAID SECTION 34, 117.78 FEET TO THE TRUE POINT OF BEGINNING, THENCE N 89°00'00" E 434.30 FEET, THENCE S 60°10'00" W 434.30 FEET, THENCE NORTH 89°15'00" E TO THE TRUE POINT OF BEGINNING.
- RIGHT OF WAY OF PANEZ CREEK COUNTY ROAD ALONG THE WESTERLY BOUNDARY THEREOF.

PARCEL B

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON WHICH IS BOUNDARY BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE NORTH 89°00'00" E, ALONG THE NORTH BOUNDARY OF SAID SECTION 34, 117.78 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89°00'00" E, 434.30 FEET, THENCE SOUTH 89°00'00" WEST, 434.30 FEET, THENCE NORTH 89°15'00" E TO THE TRUE POINT OF BEGINNING.

EXCEPT THE RIGHT-OF-WAY OF THE COUNTY ROAD

PARCEL NO.	MAP NO.
085134	18-20-34000-0006
229134	18-20-34000-0111

LEGAL DESCRIPTIONS AS A RESULT OF ADJUSTMENT:

PARCEL 1

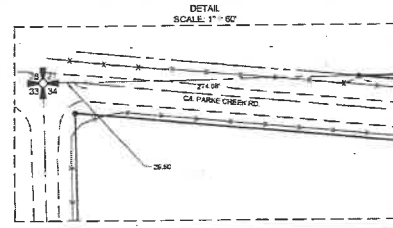
ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE NORTH 89°00'00" EAST, ALONG THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER, 110.24 FEET;
 THENCE SOUTH 89°15'00" EAST, 154.86 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 84°40'00" EAST, 434.30 FEET;
 THENCE NORTH EAST ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 49° 34' 39", AN ARC LENGTH OF 112.49 FEET;
 THENCE SOUTH 87°12'00" EAST, 256.64 FEET;
 THENCE SOUTH 86°59'59" WEST, 433.80 FEET;
 THENCE NORTH 84°45'45" WEST, 437.80 FEET;
 THENCE NORTH 82°03'41" EAST, 486.56 FEET TO THE TRUE POINT OF BEGINNING

PARCEL 2

THE NORTHWEST QUARTER AND ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER LYING NORTH OF THE NORTH RIGHT OF WAY BOUNDARY OF THE KITTITAS RECLAMATION DISTRICT NORTH BRANCH CANAL, ALL IN SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY STATE OF WASHINGTON.

EXCEPTING THEREFROM:

- THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE NORTH 89°00'00" EAST, ALONG THE NORTH BOUNDARY OF SAID NORTHWEST QUARTER, 115.14 FEET;
 THENCE SOUTH 89° 00' 00" EAST, 154.86 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 84°40'00" EAST, 434.30 FEET;
 THENCE NORTH EAST ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 49° 34' 39", AN ARC LENGTH OF 112.49 FEET;
 THENCE SOUTH 87°12'00" EAST, 256.64 FEET;
 THENCE SOUTH 86°59'59" WEST, 433.80 FEET;
 THENCE NORTH 84°45'45" WEST, 437.80 FEET;
 THENCE NORTH 82°03'41" EAST, 486.56 FEET TO THE TRUE POINT OF BEGINNING
 AND EXCEPT:
 THE RIGHT OF WAY FOR PANEZ CREEK COUNTY ROAD ALONG THE WESTERN AND NORTHERLY BOUNDARIES THEREOF



AUDITOR'S CERTIFICATE 202602130025
 FILED FOR RECORD THIS 13th DAY OF FEB 2026 AT 2:39 P.M.
 IN BOOK 47 OF SURVEYS AT PAGE 171 AT THE REQUEST OF
 SURVEYOR'S NAME JUSTIN L. PURDIE
 COUNTY AUDITOR BRYAN ELLIOTT
 County Auditor

Encompass
 ENGINEERING & SURVEYING
 Western Washington Division
 145 NE Salpeter Street, Suite 201 • Issaquah, WA 98027 • Phone: (425) 392-0250
 Eastern Washington Division
 110 South Dakota Ave. #250 • Ok. Blk., WA 98922 • Phone: (509) 674-7433

BOUNDARY LINE ADJUSTMENT BL-25-00013			
PREPARED FOR			
WA STATE DEPT OF CHILDREN, YOUTH & FAMILIES			
PORTIONS OF THE NW 1/4 AND THE NORTH HALF OF THE SW 1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.			
KITTITAS COUNTY WASHINGTON			
DWN BY	DATE	JOB NO.	SHEET
D.L.P./G.W.	2/2026	25060	
CHKD BY	SCALE	AS NOTED	
D.L.P.		2 of 2	

24007 LOT 1

Point # 1						10000.000		10000.000
	N	88	45	21	E		240.000	
<hr/>								
Point # 2						10005.211		10239.943
	S	1	14	39	E		167.000	
<hr/>								
Point # 3						9838.251		10243.570
	S	88	45	21	W		240.000	
<hr/>								
Point # 4						9833.039		10003.626
	N	1	14	39	W		167.000	
<hr/>								
Point # 5						10000.000		10000.000

AREA = 40,080.00 sf (.9201 acres)

LENGTH = 814.00

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = N 0 0 0 W 0.000

24007 LOT 2

Point # 1						10000.000		10000.000
	N	88	45	21	E		240.000	
Point # 2						10005.211		10239.943
	S	1	14	39	E		137.000	
Point # 3						9868.243		10242.918
	S	88	45	21	W		240.000	
Point # 4						9863.032		10002.975
	N	1	14	39	W		137.000	
Point # 5						10000.000		10000.000

AREA = 32,880.00 sf (.7548 acres)

LENGTH = 754.00

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = N 0 0 0 W 0.000

24007 LOT 3

Point # 1						10000.000		10000.000
	N	88	45	21	E		240.000	
Point # 2						10005.211		10239.943
	S	1	14	39	E		137.000	
Point # 3						9868.243		10242.918
	S	88	45	21	W		240.000	
Point # 4						9863.032		10002.975
	N	1	14	39	W		137.000	
Point # 5						10000.000		10000.000

AREA = 32,880.00 sf (.7548 acres)

LENGTH = 754.00

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = N 0 0 0 W 0.000

24007 LOT 4

Point # 1						10000.000		10000.000
	N	88	45	21	E		240.000	
Point # 2						10005.211		10239.943
	S	1	14	39	E		130.100	
Point # 3						9875.142		10242.768
	S	88	45	21	W		240.000	
Point # 4						9869.931		10002.825
	N	1	14	39	W		130.100	
Point # 5						10000.000		10000.000

AREA = 31,224.00 sf (.7168 acres)

LENGTH = 740.20

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = N 0 0 0 W 0.000

24007 LOT 5

Point # 1						10000.000		10000.000
	N	1	14	39	W		130.100	
Point # 2						10130.069		9997.175
	N	88	45	21	E		240.000	
Point # 3						10135.280		10237.119
	S	1	14	39	E		130.100	
Point # 4						10005.211		10239.943
	S	88	45	21	W		240.000	
Point # 5						10000.000		10000.000

AREA = 31,224.00 sf (.7168 acres)

LENGTH = 740.20

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = S 0 0 0 W 0.000

24007 LOT 6

Point # 1						10000.000		10000.000
	N	89	2	0	E		240.000	
<hr/>								
Point # 2						10004.049		10239.966
	S	1	14	39	E		128.940	
<hr/>								
Point # 3						9875.139		10242.766
	S	88	45	21	W		240.000	
<hr/>								
Point # 4						9869.928		10002.822
	N	1	14	39	W		130.100	
<hr/>								
Point # 5						9999.998		9999.997

AREA = 31,085.09 sf (.7136 acres)

LENGTH = 739.04

NORTHING ERROR = -0.002

EASTING ERROR = -0.003

LINEAR ERROR = S 48 29 6 W 0.004

24007 LOT 7

Point # 1						10000.000		10000.000
	N	89	2	0	E		240.360	
<hr/>								
Point # 2						10004.055		10240.326
	S	1	14	39	E		127.780	
<hr/>								
Point # 3						9876.305		10243.100
	S	88	45	21	W		240.360	
<hr/>								
Point # 4						9871.086		10002.797
	N	1	14	39	W		128.940	
<hr/>								
Point # 5						9999.996		9999.997

AREA = 30,853.11 sf (.7083 acres)

LENGTH = 737.44

NORTHING ERROR = -0.004

EASTING ERROR = -0.003

LINEAR ERROR = S 33 5 2 W 0.005

24007 LOT 8

Point # 1						10000.000		10000.000
	N	88	45	21	E		240.360	
<hr/>								
Point # 2						10005.219		10240.303
	S	1	14	39	E		130.100	
<hr/>								
Point # 3						9875.150		10243.128
	S	88	45	21	W		240.360	
<hr/>								
Point # 4						9869.931		10002.825
	N	1	14	39	W		130.100	
<hr/>								
Point # 5						10000.000		10000.000

AREA = 31,270.84 sf (.7179 acres)

LENGTH = 740.92

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = N 0 0 0 W 0.000

24007 LOT 9

Point # 1						10000.000		10000.000
	N	88	45	21	E		240.360	
<hr/>								
Point # 2						10005.219		10240.303
	S	1	14	39	E		130.100	
<hr/>								
Point # 3						9875.150		10243.128
	S	88	45	21	W		240.360	
<hr/>								
Point # 4						9869.931		10002.825
	N	1	14	39	W		130.100	
<hr/>								
Point # 5						10000.000		10000.000

AREA = 31,270.84 sf (.7179 acres)

LENGTH = 740.92

NORTHING ERROR = +0.000

EASTING ERROR = +0.000

LINEAR ERROR = N 0 0 0 W 0.000

24007 TRACT FD-1 SOUTH PORTION

Point # 1						10000.000		10000.000
	S	84	40	58	E		1139.240	
Point # 2						9894.427		11134.338
	S	5	3	41	W		466.500	
Point # 3						9429.746		11093.182
	S	84	45	43	E		437.600	
Point # 4						9389.796		11528.954
	N	5	0	59	E		503.930	
Point # 5						9891.795		11573.018
	N	82	57	35	W		255.040	
Point # 6						9923.055		11319.901
	N	44	15	35	W		130.000	
Radius Point # 7							10016.159	11229.173
						Delta = 8 0 6	Length = 18.155	Tangent = 9.092
	S	52	15	41	E		130.000	
Point # 8						9936.591		11331.978
	N	37	44	19	E		148.800	
Point # 9						10054.264		11423.053
	N	89	2	0	E		1264.600	
Point # 10						10075.598		12687.473
	S	1	19	10	E		2711.810	
Point # 11						7364.507		12749.916
	S	1	18	50	E		1358.530	
Point # 12						6006.334		12781.067
	S	89	24	34	W		665.130	
Point # 13						5999.479		12115.972
	N	40	10	34	W		349.210	
Point # 14						6266.298		11890.683
	S	49	49	26	W		336.500	
Radius Point # 15							6049.209	11633.575
						Delta = 35 10 0	Length = 206.535	Tangent = 106.636

	N	14	39	26	E		336.500	
Point # 16						6374.758		11718.722
	N	75	20	34	W		606.500	
Point # 17						6528.224		11131.959
	N	14	39	26	E		236.500	
Radius Point # 18							6757.028	11191.802
			Delta = 80	19	0			Length = 331.524
	N	85	1	34	W		236.500	Tangent = 199.563
Point # 19						6777.533		10956.193
	N	4	58	26	E		93.600	
Point # 20						6870.780		10964.308
	N	85	1	34	W		270.400	
Radius Point # 21							6894.225	10694.926
			Delta = 67	9	0			Length = 316.906
	N	27	49	26	E		270.400	Tangent = 179.483
Point # 22						7133.363		10821.137
	N	62	10	34	W		868.030	
Point # 23						7538.521		10053.463
	N	1	14	39	W		731.790	
Point # 24						8270.138		10037.573
	N	88	45	21	E		240.000	
Point # 25						8275.349		10277.517
	N	1	14	39	W		441.000	
Point # 26						8716.245		10267.941
	N	88	45	21	E		240.360	
Point # 27						8721.464		10508.245
	N	1	14	39	W		387.980	
Point # 28						9109.353		10499.820
	S	89	2	0	W		480.370	
Point # 29						9101.248		10019.519
	N	1	14	39	W		898.970	
Point # 30						10000.007		9999.999

AREA = 8,656,857.82 sf (198.7341 acres)

LENGTH = 14288.99

NORTHING ERROR = +0.007

EASTING ERROR = -0.001

LINEAR ERROR = N 5 23 13 W 0.007

24007 BOUNDARY NORTH PORTION

Point # 1		10000.000	10000.000
	N 89 2 0 E		1073.430
Point # 2		10018.110	11073.277
	S 37 44 19 W		100.720
Point # 3		9938.459	11011.631
	N 52 15 41 W		70.000
Radius Point # 4		9981.303	10956.274
	Delta = 57 34 44		Length = 70.346
	S 5 19 3 W		70.000
			Tangent = 38.466
Point # 5		9911.604	10949.787
	N 84 40 58 W		953.890
Point # 6		10000.001	10000.001

AREA = 58,065.04 sf (1.3330 acres)

LENGTH = 2128.04

NORTHING ERROR = +0.001

EASTING ERROR = +0.001

LINEAR ERROR = N 41 52 36 E 0.002

24007 BOUNDARY SOUTH PORTION

Point # 1						10000.000		10000.000
	S	84	40	58	E		1139.240	
Point # 2						9894.427		11134.338
	S	5	3	41	W		466.500	
Point # 3						9429.746		11093.182
	S	84	45	43	E		437.600	
Point # 4						9389.796		11528.954
	N	5	0	59	E		503.930	
Point # 5						9891.795		11573.018
	N	82	57	35	W		255.040	
Point # 6						9923.055		11319.901
	N	44	15	35	W		130.000	
Radius Point # 7							10016.159	11229.173
						Delta = 8 0 6		Length = 18.155
	S	52	15	41	E		130.000	Tangent = 9.092
Point # 8						9936.591		11331.978
	N	37	44	19	E		148.800	
Point # 9						10054.264		11423.053
	N	89	2	0	E		1264.600	
Point # 10						10075.598		12687.473
	S	1	19	10	E		2711.810	
Point # 11						7364.507		12749.916
	S	1	18	50	E		1358.530	
Point # 12						6006.334		12781.067
	S	89	24	34	W		665.130	
Point # 13						5999.479		12115.972
	N	40	10	34	W		349.210	
Point # 14						6266.298		11890.683
	S	49	49	26	W		336.500	
Radius Point # 15							6049.209	11633.575
						Delta = 35 10 0		Length = 206.535
								Tangent = 106.636

	N	14	39	26	E		336.500	
Point # 16						6374.758		11718.722
	N	75	20	34	W		606.500	
Point # 17						6528.224		11131.959
	N	14	39	26	E		236.500	
Radius Point # 18							6757.028	11191.802
			Delta = 80	19	0			Length = 331.524
								Tangent = 199.563
	N	85	1	34	W		236.500	
Point # 19						6777.533		10956.193
	N	4	58	26	E		93.600	
Point # 20						6870.780		10964.308
	N	85	1	34	W		270.400	
Radius Point # 21							6894.225	10694.926
			Delta = 67	9	0			Length = 316.906
								Tangent = 179.483
	N	27	49	26	E		270.400	
Point # 22						7133.363		10821.137
	N	62	10	34	W		868.030	
Point # 23						7538.521		10053.463
	N	1	14	39	W		2462.060	
Point # 24						10000.000		10000.004

AREA = 8,949,622.76 sf (205.4551 acres)

LENGTH = 13330.58

NORTHING ERROR = +0.000

EASTING ERROR = +0.004

LINEAR ERROR = N 89 11 22 E 0.004

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

ORDINANCE

NO. 2026-001

**AN ORDINANCE GRANTING APPROVAL TO PARKE CREEK PLANNED UNIT DEVELOPMENT
(PD-24-00002) AND LONG PLAT (LP-24-00004)**

WHEREAS, according to Kittitas County Code Titles 15A, 16 & 17, relating to rezones and plats and adopted pursuant to RCW 36.70B , 36.70, and 58.17, an open record hearing was held by the Kittitas County Hearing Examiner on November 24, 2025 for the purpose of considering a zone change consisting of approximately 128.03 acres from Rural Recreation to Planned Unit Development, 25 residential lots and open space is for proposed natural areas and recreation such as hiking & motorized trail use, an ORV Park and Recreational Vehicle Storage on 1 parcel of land described as follows:

The subject property consists of 1 parcel, located off Parke Creek Road approximately .5 miles northeast of the intersection of Vantage Highway, northeast of Kittitas, WA in SEC 34 TWP 18 RGE 20; in Kittitas County, bearing Assessor's map numbers 18-20-34000-0011; and

WHEREAS, testimony was taken on November 24, 2025 from those persons present who wished to be heard during said open record hearing before the Kittitas County Hearing Examiner; and

WHEREAS, due notice of the hearing had been given as required by law, and the necessary inquiry has been made into the public interest to be served by proposed zone change and long plat; and

WHEREAS, the Hearing Examiner recommended approval of proposed rezone and long plat with recommended findings of fact, conclusions of law, and conditions of approval, on December 8, 2025; and

WHEREAS, a public meeting was held by the Board of County Commissioners on February 3, 2026 to consider the Hearing Examiner's recommendation on this matter; and

WHEREAS, at the February 3, 2026 public meeting the Board of Commissioners voted to approve the proposed application; and

WHEREAS, the following FINDINGS OF FACT and CONCLUSIONS OF LAW regarding the planned unit development and long plat have been made by the Board of County Commissioners concerning said rezone and preliminary plat:

1. Frank Raglund, authorized agent for the Parke Creek Landing, has submitted multiple permit applications for a development. The application is a rezone to a Planned Unit Development and includes a 25 lot Plat on approximately 185.30 acres that are currently zoned Rural Recreation. The project is designed and planned to include 25 single family & multiple family housing sites over approximately 43.19 acres, recreational vehicle storage on 21.11 acres and an off-road vehicle park with open space for proposed natural areas and recreation such as hiking & motorized trail use. The project is proposed to be developed in 3 phases over a 20-year period.
2. The project, consisting of 1 parcel, is located off Parke Creek Road located off Parke Creek Road approximately .5 miles northeast of the intersection of Vantage Highway, northeast of Kittitas, WA in SEC 34 TWP 18 RGE 20; in Kittitas County, bearing Assessor's map numbers 18-20-34000-0011.
3. The Kittitas County Comprehensive Plan's Land Use Element designates the subject property as Rural Recreation and the current zoning is Rural Recreation.
4. Community Development Services received the rezone application and the short plat application on December 3, 2024, with updated application files submitted on August 21, 2025. A Notice of Application was issued on January 21, 2025.
5. Community Development Services issued a Mitigated Determination of Non-Significance (MDNS) on September 24, 2025. No appeals were filed.
6. On November 24, 2025, the Kittitas County Hearing Examiner conducted an open record hearing where testimony was heard. On December 8, 2025 the Hearing Examiner submitted his Recommended Findings of Fact, Conclusions of Law, and Conditions of Approval of the Parke Creek PUD Rezone and Preliminary Plat.
7. The Board of County Commissioners conducted a public meeting on February 3, 2026 for the purpose of considering the Parke Creek PUD Rezone (PD-24-00002) and Preliminary Plat (LP-24-00004).
8. The Board of County Commissioners, after review of the record, a motion was made and seconded that the proposed Parke Creek PUD Rezone (PD-24-00002) and Preliminary Plat (LP-24-00004) be approved, the motion carried with a vote of ____ to ____.

NOW, THEREFORE BE IT ORDAINED: That the Kittitas County Board of Commissioners hereby grants approval of the Parke Creek PUD Rezone (PD-24-00002) and Preliminary Plat (LP-24-00004), adopts the Kittitas County Land Use Hearing Examiner's Recommended Finds of Fact, Conclusions of Law, Decision and Conditions of Approval (Attachment A) and adopts the Official Zoning Map for Kittitas County be changed as set forth in Attachment B.

DATED this 3rd day of February, 2026, at Ellensburg, Washington.



Cory Wright, Chairman



Brett Wachsmith, Vice-Chairman



Laura Osiadacz, Commissioner



ATTEST:

- Clerk of the Board - Julie Kjorsvik
- Deputy Clerk of the Board - Mandy Buchholz



APPROVED AS TO FORM:

Stephanie Hartung, Deputy Prosecuting Attorney

**KITTITAS COUNTY
LAND USE HEARING EXAMINER**

<p>IN THE MATTER OF</p> <p>PD-24-00002 and LP-25-000024</p> <p>Parke Creek Long Plat and PUD</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>RECOMMENDED FINDINGS OF FACT, RECOMMENDED CONCLUSIONS OF LAW, RECOMMENDED DECISION AND RECOMMENDED CONDITIONS OF APPROVAL</p>
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THIS MATTER having come on for hearing in front of the Kittitas County Hearing Examiner on November 24, 2025 the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Recommended Conclusions of Law, Recommended Decision and Recommended Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. Frank Ragland, authorized agent for Parke Creek Landing, LLC has submitted multiple permit applications for a development. The requested permits include a Planned Unit Development (PUD), SEPA Checklist and long plat (LP).
2. Location: one parcel, parcel 295134 located off Parke Creek Road approximately .5 miles northeast of the intersection of Vantage Hwy, northeast of Kittitas, WA in Section 34 Township 18 Range 20; in Kittitas County.
3. Total Property Size: 185.30 acres
4. Number of Lots: 25 lots
portion of one (1), 128.03 acres to be rezoned to a PUD and platted into
5. Domestic Water: Proposed Group A Water System
6. Sewage Disposal: individual septic tanks and Portable Toilets.
7. Power/Electricity: Puget Sound Energy
8. Fire Protection: Fire District 2
9. Irrigation District: KRD
10. Site Characteristics:
 - 10.1. North: Mostly sage land
 - 10.2. South: Irrigated agricultural lands and scattered home sites
 - 10.3. East: Operating Engineers training facility
 - 10.4. West: Irrigated agricultural lands and scattered home sites
 - 10.5. Access: The site is accessed off Parke Creek Road.
 - 10.6. Density: current zoning of Rural Recreation requires a minimum lot size of 5 acres, with 128 acres the property is capable of supporting 25 lots through a PUD that will not exceed underlying zoning.
11. **ZONING AND DEVELOPMENT STANDARDS**

- 11.1. The subject property is located off Parke Creek Road approximately .5 miles northeast of the intersection of Vantage Highway, northeast of Kittitas, WA and is zoned Rural Recreation Per Kittitas County Code (KCC) 17.36.010, the purpose and intent of the Rural - Recreation zone is to provide areas where residential development may occur on a low density basis or in residential clusters. A primary goal and intent in siting R-R zones is to promote rural recreation residential development associated with the many natural amenities found within Kittitas County.
- 11.2. **KCC 17.36.010 Purpose and intent:** The applicant seeks a rezone from the Rural Recreation zone to a PUD. Per Kittitas County 17.36.010, the purpose of the PUD zone is to provide for departures from strict compliance with the zoning standards outlined in other sections of this Title for projects that can demonstrate that such departures will protect the public interest and accomplish one or more of the following objectives:
- 11.2.1. To encourage more innovative design than is generally possible under conventional zoning and subdivision regulations;
- 11.2.2. To encourage more economical and efficient use of land, streets, and public services;
- 11.2.3. To preserve and create usable open space and other amenities superior to conventional developments;
- 11.2.4. To preserve important natural features of the land, including topography, natural vegetation, and views;
- 11.2.5. To encourage development of a variety of housing types and densities;
- 11.2.6. To encourage energy conservation, including the use of passive solar energy in project design and development to the extent possible;
- 11.2.7. To encourage development of areas or site characterized by special features of geography, topography, size, shape; and/or
- 11.2.8. To permit flexibility of design that will create desirable public and private open space; to vary the type, design and layout of buildings; and to utilize the potentials of individual sites and alternative energy services to the extent possible;
- 11.3. **KCC 17.36.15(2) Applicability**
- 11.3.1. Outside the Urban Growth Area (UGA) and Rural LAMIRDs: The provisions of this chapter can be used for properties over twenty (20) acres in size, except that PUDs are prohibited on Resource Lands and Rural Lands in the Rural Working Land Use Designation.
- 11.3.2. **Staff Response**
- 11.3.2.1. The subject property is 128.3 acres in size, and is outside the Urban Growth Areas and Rural LAMIRDs. As proposed, the project is consistent with this provision.
- 11.3.2.2. Uses proposed in the proposal include:
- 11.3.2.3. 25 residential lots, may include multiple-family lots on 43.19 acres Recreational Vehicle storage on 21.11 acres and an Off-Road Vehicle area on approximately 63.73 acres.
- 11.4. **KCC 17.36.020(2) Allowed uses**

11.4.1. Under KCC 17.36.020(2), the allowed residential uses outside of an Urban Growth Area include:

- 11.4.1.1. Accessory dwelling unit;
- 11.4.1.2. Accessory living quarters;
- 11.4.1.3. Dwelling, single-family;
- 11.4.1.4. Dwelling, two-family;
- 11.4.1.5. Dwelling, multiple-family;
- 11.4.1.6. Special care dwelling;
- 11.4.1.7. Parks and playgrounds

11.4.2. Under 17.36.020(2)(b) the following uses are allowed provided they only serve the residential PUD:

- 11.4.2.1. Community buildings;
- 11.4.2.2. Indoor recreation facilities including athletic clubs, fitness centers, sports courts, swimming pools, and other similar uses;
- 11.4.2.3. Outdoor recreation facilities including swimming pools, sports courts or Similar uses;
- 11.4.2.4. Electrical vehicle infrastructure, pursuant to KCC Chapter 17.66; and
- 11.4.2.5. Recreation vehicle storage areas.

11.5. **KCC 17.36.025(2) Allowed Density**

11.5.1. Outside the Urban Growth Area (UGA) and Rural LAMIRDs: The density of the underlying zone combined with the existing density within the boundaries of the proposed PUD shall not be exceeded by a PUD.

11.6. **KCC 17.36.045 Review criteria**

11.6.1. Preliminary development plan: The Hearing Examiner shall evaluate a planned unit development application and other evidence and testimony submitted into the record and shall issue a recommendation based on the following considerations and criteria:

11.6.1.1. Criteria applicable to all PUDs:

11.6.1.1.1. PUD complies with all amendment criteria in KCC Chapter 17.98;

11.6.1.1.2. PUD makes economic and efficient use of land, streets, and public services;

11.6.1.1.3. PUD preserves usable open space, important natural features, and other amenities;

11.6.1.1.4. PUD provides site design features that reasonably mitigate off-site impacts; and

11.6.1.1.5. Public benefits of PUD outweigh the effect of the modification of underlying zoning standards.

11.6.1.2. Additional criteria applicable to PUDs on Rural Lands:

- 11.6.1.2.1. PUD is developed in a manner that maintains rural character;
- 11.6.1.2.2. Non-residential uses within PUD are designed at a scale appropriate for rural area and intended to serve only the residents of the PUD; and
- 11.6.1.2.3. PUD provides appropriate transitions to surrounding properties and land uses.
- 11.6.1.2.4. All new structures shall comply with the applicable standards contained in: (1) "Fire Safety Considerations for Developments in Forested Areas: Fire Hazard Severity Rating and Recommended Standards" (Northwest Interagency Fire Prevention Group) Washington Department of Natural Resources Severity Type Rating System; (2) standards adopted by Kittitas County Fire Protection Cooperative - "Recommendations For Fire Safety and Prevention of Forest and Range Land in Kittitas County Including Rural, Commercial and Private Developments"; and/or (3) Urban Wildland Interface Code for structures outside a fire district.
- 11.6.1.2.5. Final development plan: The Director shall evaluate and the Board shall approve final development plans for the PUD, provided the conditions imposed on the preliminary PUD approval, if any, have been satisfied. (Ord. 2013-001, 2013)

11.7. **Hearing Examiner Recommended Finding**

- 11.7.1. As conditioned, the proposal is consistent with all of 17.36.045. A final development plan shall be submitted in accordance with KCC 17.36.

11.8. **KCC 16.12.010 Long plat review:** The planning official shall be vested with the responsibility of processing long plat applications. The county shall review and consider the proposed subdivision regarding:

- 11.8.1. Its conformance with all county subdivision, zoning, health and sanitation, roads and bridges, and fire and life safety regulations and with laws adopted by the state of Washington.
- 11.8.2. Its conformance to all standards and improvements required under this title.
- 11.8.3. Potential hazards created by flood potential, landslides, etc.
- 11.8.4. Provisions for all improvements and easements (roads, ditches, etc.) required by this title.
- 11.8.5. Access for all proposed lots or parcels by way of a dedicated road right-of-way or easement.
- 11.8.6. All other relevant facts which may determine whether the public interest will be served by approval of the proposed subdivision.
- 11.8.7. Its compliance with Kittitas County Code Chapter 13.35, Adequate Water Supply Determination or work voluntarily with Kittitas County to develop an authorized conservation easement, see section 16.08.061.

11.8.8. **Hearing Examiner Recommended Finding**

- 11.8.8.1. The proposal; 1) conforms to all county subdivision, zoning, health and sanitation, roads and bridges, and fire and life safety regulations and with laws adopted by the state of Washington, 2) conforms to all standards and improvements required under this title, 3) has no hazards created by flood potential, landslides, etc., 4) makes provisions for all improvements and easements, 5) outlines access for all proposed lots, 6) indicates no hindrance to the public interest, 7)complies with KCC 13.35 to determine adequate

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Parke Creek Long Plat and PUD

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water supply. The Hearing Examiner finds that the proposed plat, as conditioned, is consistent with all applicable Washington State and Kittitas County codes.

12. ADMINISTRATIVE REVIEW

- 12.1. Notice of Application: Applications for a Planned Unit Development and a Preliminary Plat were submitted to Kittitas County Community Development Services (CDS) on December 3, 2024 with updated application files submitted with response to comments on August 21, 2025 (Index #s 1, and 10). The application was deemed complete on January 21, 2025 (Index # 2). The site was posted with a sign for Notice on January 22, 2025 (Index # 5). A Notice of Application was mailed to all state and local agencies/departments with potential interest in the project and required by SEPA, as well as to adjacent landowners located within five hundred (500) feet of any portion of the boundary of the proposal's tax parcel on January 23, 2025 (Index # 3.) and Notice to the Upper Kittitas County Tribune was posted the same date. Application was placed on Hold on February 20, 2025 at the request of the applicant to respond to the comments and concerns raised during the comment period (Index #8, 9). Notice of SEPA Action and the SEPA MDNS was issued on September 24, 2025 (Index #11, 12). A notice of Public Hearing was issued on November 13, 2025 (Index # 13, 14). Project application process and review was performed in conformance with the Kittitas County Project Permit Application Process (Title 15A).

13. COMPREHENSIVE PLAN

- 13.1. The Kittitas County Comprehensive Plan designates the proposal as a planned unit development with a plat, and a SEPA checklist located off Parke Creek Road approximately five miles east of Kittitas, with Rural Recreation land use designation. Kittitas County has established the following goals and policies to guide activities in these areas. These goals and policies were developed in response to identified needs within the county, and support the County Wide Planning Policies:
- 13.2. LU-G4: Maintain a flexible balance of land uses which will protect, preserve, and enhance the rural character, historical forest lands, agricultural industries, mineral lands, and high-quality environment.
- 13.3. Consistency Statement
- 13.3.1. The long plat will create thirty-six lots clustered along the southern boundary of the parcel along the KRD Canal, the ORV Park will be located in the center of the parcel while preserving a 200 foot buffer for Parke Creek that flows through the parcel, allowing continued open range use of the rest of the property.
- 13.4. H-P3: Identify lands within areas which are served by centralized water and sewer systems, paved streets, and have other public services provided to them which are suitable for higher density residential use, including multi-family and single family planned unit developments and clustered housing.
- 13.5. Consistency Statement
- 13.5.1. The planned unit development will utilize a centralized group A water system and paved streets to support the higher density clustered residential use.
- 13.6. RR-G8: The County should strive to sustain and protect the westerly mountainous, recreational open space, and its easterly non-resource agricultural and rangeland activities.
- 13.6.1. Consistency Statement

13.6.2. The creation of Tract D around the Shrub Steppe designated lands and ultimate removal from the project promotes the applicants awareness and desire to protect the easterly non-resource ag and rangeland activities. This measure will allow for the protection and conservation of those acres for open space.

13.6.3. RR-G16: Allow for residential opportunity with rural character and a variety of densities outside UGAs without population expecting all urban services.

13.7. Consistency Statement

13.7.1. Up to 25 single family and/or multiple-family residential lots will be created on the lower 43.19 acres allowing the development to maintain the rural character and meet the density requirements of Title 17.30.

14. **ENVIRONMENTAL REVIEW**

14.1. A critical area review was performed by staff, and GIS data indicates a Type 2 (fish bearing) stream running through the middle of the parcel. The GIS data indicates priority habitat species on the property as well. The GIS data indicates a Critical Area Aquifer Recharge (CARA) for Group A Wellhead Protection Areas. SEPA Checklist was submitted with the application and an MDNS was issued on September 24, 2025

15. **AGENCY AND PUBLIC COMMENTS**

15.1. Applicable agencies, adjacent property owners, and interested parties have been given the opportunity to review this proposal. A variety of agencies and individuals commented on the application. All comments were included in the record.

15.2. Kittitas Reclamation District

15.3. The proposal lies within the KRD service area, and a portion of the land does have KRD water rights assigned to them. Park Creek will need to follow KRD's guidelines.

15.3.1. Applicant's response: Applicant will comply with requirements of KRD.

15.3.1.1. County Response: Staff provided the comments to the applicant and will review that KRD is a signature on the final plat.

15.4. Bonneville Power Administration

15.4.1. The proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

15.4.1.1. Applicant's response: Understood.

15.4.2. County Response: Staff provided the comments to the applicant.

15.5. Washington Department of Archeology and Historic Preservation

15.5.1. "Our statewide predictive model indicates that there is a moderate to high probability of encountering cultural resources within the proposed project area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

15.5.2. Applicant Response: The applicant has a cultural resource study that was published by the previous owner of this property and has included it within the comments response package.

15.5.3. County Response: The SEPA Determination has been conditioned to include an IDP and a cultural resource study

15.6. **State of Washington Dept of Children, Youth, and Families**

15.6.1. "We appreciate the opportunity to provide feedback on this development proposal. Our facility focuses on delivering therapeutic and trauma-informed care in an environment that supports young peoples growth and rehabilitation. The addition of 37 homes aligns well with the mission, as positive interactions are essential for our youths successful reintegration into their communities across the state. Some concerns we have would be increased traffic, wastewater management, and impacts to wildlife.

15.6.2. Applicant response: See applicant response to comments

15.6.3. County Response: Applicant has coordinated with DCYF to adjust the proposal for limited impacts to the facility and reduced the proposal to not include any of the shrub step environment.

15.7. **Washington Department of Health – Office of Drinking Water**

15.7.1. "The development is envisioned for at least 37 homes, this meets the definition of both a project and a group A water system for this development. As a Group A public water, DOW ODW is the exclusive administrative authority."

15.7.2. Applicant Response: The applicant plans to construct a Group A water system for this development and will abide by DOHODW standards.

15.7.3. County Response: Staff provided the comments to the applicant.

15.8. **Yakama Nation**

15.8.1. "Yakama Nation requests a cultural resource survey for the full proposed project area in preparation for future residential or other construction, which should include a sub-surface testing component as ground breaking for when new construction is expected. and that during implementation that there be an inadvertent discovery plan or (IDP) in place to ensure compliance with all Section 106 and relevant cultural resource laws both federally and to the state of Washington."

15.8.2. Applicant Response: We have included a copy of the cultural resource survey previously conducted on the property by previous owners.

15.8.3. County Response: The SEPA Determination has been conditioned to include an IDP and a cultural resource study.

15.9. **Kittitas County Fire Marshal**

15.9.1. "Building construction occurring subsequent to this application shall be in accordance with the provisions of the county's building and fire codes. Additional specific requirements may be made at the time of building construction as a result of the permit review and approval process.

15.9.2. Fire apparatus access is required for this application. Provide fire apparatus access roads with an unobstructed width of not less than 20 feet, an unobstructed vertical clearance of not less than 13.5 feet, with an all-weather driving surface and capable of supporting the

imposed loads of fire apparatus. Roads constructed in grades steeper than fifteen percent (15%) shall be constructed with Portland cement concrete with grooved surfacing.

15.9.3. This application is sited in the designated high fire hazard Wildland - Urban Interface zone. Additional setback, building construction, access, fire flow and addressing requirements will be applied at the time of building permit application.

15.9.4. No gate may be installed across a required fire department access road or driveway without first obtaining a permit from the fire marshal's office. Inspection and testing of the gate will be required."

15.9.5. Applicant Response: Understood.

15.9.6. County Response: Staff provided the comments to the applicant.

15.10. **Kittitas County Public Works**

15.10.1. **Access:**

15.10.1.1. Approved access permits shall be required from the Kittitas County Department of Public Works prior to creating any new driveway access or altering an existing access.

15.10.1.2. Crossing permits are required to cross Parke Creek prior to issuance of the access permit.

15.10.1.3. Maintenance of driveway approaches shall be the responsibility of the owner whose property they serve. The County will not maintain accesses.

15.10.1.4. Road easement may be required.

15.10.1.5. Road certification and road naming will be required.

15.10.1.6. Second access for emergency ingress egress may be required with lot count exceeding 30 lots in the mid and north developments.

15.10.1.7. Any further subdivision or lots to be served by proposed access may result in further access requirements. See Kittitas County Road Standards.

15.10.1.8. In addition to the above-mentioned conditions, all applicable Kittitas County Road Standards apply to this proposal. Access is not guaranteed to any existing or created parcel on this application.

15.10.2. **Engineering:**

15.10.2.1. Except as exempted in KCC 14.05.060, no grading or filling upon a site involving more than one hundred (100) cubic yards shall be performed without a grading permit from the County Engineer or Public Works designee (KCC 14.05.050). An application for grading in excess of five hundred (500) cubic yards shall be accompanied by an engineered grading plan (KCC 14.05.080).

15.10.2.2. All road construction within the public or private right-of-way shall be designed by or under the direct supervision of a civil engineer, licensed to practice in the State of Washington. Please submit road plan and profile drawings along with any associated drainage reports for a formal Civil Review to Kittitas County Public Works. (KCC 12.04.020).

15.10.3. **Survey**

15.10.3.1. All Plans prepared by a Licensed Engineer or Surveyor showing elevation elements must meet the requirements of WAC332-130-145.

15.10.4. Transportation Concurrency

15.10.4.1. A concurrency evaluation and determination shall be required for all development applications in which the proposed development is projected to have an impact upon the transportation corridor or intersection. Developments generating 41 or fewer daily trips are exempt from TIA and concurrency evaluation requirements. (KCC 12.04.02.020)

15.10.5. Flood

15.10.5.1. FEMA is in the process of conducting a floodplain study for Park Creek that includes this property. Preliminary modeling results are expected in the near future, as soon as 1-2 months. Public Works will provide preliminary data to the applicant as the information becomes available. The preliminary maps will be considered the best available information for all future development..

15.10.6. Water Mitigation/Metering

15.10.6.1. The following comments outline the requirements for legal availability of water and metering for the proposed new use:

15.10.6.2. The applicant must provide legal water availability for all new uses on the proposed lots of this project, which can be provided through a letter from a water purveyor stating that the purveyor has adequate water rights and will provide the necessary water for the new use. Prior to final plat approval and recording, the following conditions shall be met:

15.10.6.3. In accordance with KCC Chapter 13.35.027, the applicant shall provide one of the following documents before final plat approval:

15.10.6.4. A letter from a water purveyor stating that the purveyor has adequate water rights and will provide the necessary water for the new use;

15.10.6.5. An adequate water right for the proposed new use; or

15.10.6.6. A certificate of water budget neutrality from the Department of Ecology or other adequate interest in water rights from a water bank.

15.10.6.7. All applicants for land divisions shall also submit information on "proximate parcels" held in "common ownership" as those terms are defined in WAC 173-539A-030 and otherwise demonstrate how the proposed new use will not violate RCW 90.44.050 as currently existing or hereafter amended. Failure to obtain mitigation before commencement of an activity requiring mitigation shall be a code violation subject to enforcement under Title 18 KCC.

15.10.7. Final Plat Notes:

15.10.7.1. The following notes shall be placed on the face of the plat:

15.10.7.2. Metering is required for all new uses of domestic water for residential well connections and usage must be recorded in a manner consistent with Kittitas County Code Chapter 13.35.027 and Ecology regulations."

- 15.10.7.3. The approval of this division of land provides no guarantee that use of water under the ground water exemption (RCW 90.44.050) for this plat or any portion thereof will not be subject to curtailment by the Department of Ecology or a court of law."
- 15.10.8.Applicant Response: Understood.
- 15.10.9.County Response: The SEPA Determination has been conditioned to meet the requirements of Kittitas County Public Works.
- 15.11. **Public Comments**
- 15.11.1.Public comments are shown in Exhibit # 7. Comments received included the following concerns: traffic, off road vehicle usage on roads, noise, light pollution and encroachments into wildlife areas.
16. In review of this proposal, it is important to consider the goals and policies of the comprehensive plan, applicable county code, public and agency comments, any identified environmental concerns and state and federal requirements. Identified below is the Hearing Examiner's analysis and consistency review for the subject application.
17. **Consistency with the Comprehensive Plan:**
- 17.1. The proposal is consistent with the goals and policies of the Kittitas County Comprehensive Plan. As referenced above in Section V of this staff report, the following Comprehensive Plan policies apply to this proposal: LU-G4, RR-G8, RR-G16.
- 17.2. **Consistency with the provisions of KCC 17A, Critical Areas:**
- 17.2.1. A critical area review was performed by staff, and GIS data indicates a Type 2 (fish bearing) stream running through the middle of the parcel. The GIS data indicates priority habitat species on the property as well. The GIS data indicates a Critical Area Aquifer Recharge (CARA) for Group A Wellhead Protection Areas. SEPA Checklist was submitted with the application and an MDNS was issued on September 24, 2025
- 17.3. **Consistency with the provisions of KCC 16.12.010, Preliminary Plat Review:**
- 17.3.1. This proposal, as conditioned, is consistent with the Kittitas County Long Plat Review requirements. The proposal; 1) conforms to all county subdivision, zoning, health and sanitation, roads and bridges, and fire and life safety regulations and with laws adopted by the state of Washington, 2) conforms to all standards and improvements required under this title, 3) has no hazards created by flood potential, landslides, etc., 4) makes provisions for all improvements and easements, 5) outlines access for both proposed lots, 6) indicates no hindrance to the public interest, and 7) complies with KCC 13.35 to determine adequate water supply.
- 17.4. **Consistency with the provisions of KCC Title 12, Roads and Bridges:**
- 17.4.1. As conditioned, the proposal must be consistent with the provisions of KCC Title 12.
- 17.5. **Consistency with the provisions of KCC Title 14, Buildings and Construction:**
- 17.5.1. As conditioned, the proposal must be consistent with the provisions of KCC Title 14.
- 17.6. **Consistency with the provisions of KCC Title 8, Health Welfare and Sanitation:**
- 17.6.1. As conditioned, the proposal must be consistent with the provisions of KCC Title 8.
- 17.7. **Consistency with the provisions of KCC Title 13, Water and Sewers:**

- 17.7.1. As conditioned, the proposal must be consistent with the provisions of KCC Title 13.
- 17.8. **Consistency with the provisions of KCC 17.30, R-R – Rural Recreation Zone:**
- 17.8.1. This proposal is consistent with the Kittitas County Zoning Code for the R-R – Rural Recreation Zoning designation.
- 17.9. **Consistency with the provisions of KCC 17, Zoning :**
- 17.9.1. The proposal is consistent with KCC Title 17. The entirety of the revised proposal falls within the current Rural Recreation Zoning District. The Rural Recreation zoning district requires a 5-acre minimum lot size (KCC 17.30.040). The proposed development includes smaller lot sizes but does not exceed the overall allowable density for the property. KCC 17.36 allows limited departures from underlying minimum lot sizes upon successful application for a rezone to a PUD, provided that the underlying zoning density is respected. The proposal calls for 25 single family and/or multi-family lots, on 83 acres in the lower portion of the development.
- 17.10. **Consistency with provisions of KCC 17.36 Planned Unit Development**
- 17.10.1. This proposal is consistent with the Kittitas County Zoning Code for the Planned Unit Development Zoning designation.
18. An open record public hearing was held, after legal notice, on November 24, 2025.
19. Appearing and testifying on behalf of the Applicant was Laura Hinkle. Ms. Hinkle testified that she was an agent authorized to appear and speak on behalf of the property owner and Applicant. She testified that she had reviewed and had no objection to either the representations in the staff report or proposed conditions of approval. She offered further testimony consistent with the application materials. In response to a Hearing Examiner question, she stated that the off-road recreational vehicle park would be open from 8:00am to 8:00pm seven days a week. She stated that when the park was closed, access to the park would be prohibited by fences, gates and security cameras. She indicated that lighting is also onsite that is motion activated.
20. Testifying from the public was Cheri Byers.
- 20.1. Ms. Byers testified that she lives directly south of the project area. She had concerns about traffic impacts on the county roads indicating that the road is not striped for two lanes and has no shoulders. She stated that it is used by bikers and walkers.
21. In response, Ms. Hinkle indicated that if approved, they would perform a traffic concurrency study and submit that to the county.
22. The following exhibits were admitted into the record:
- | | | |
|--------|-------|--|
| 22.1. | Ex 1 | PD-24-00002 Parke Creek - Application |
| 22.2. | Ex 2 | Deemed Complete |
| 22.3. | Ex 3 | Notice of Application |
| 22.4. | Ex 4 | Legal Notice |
| 22.5. | Ex 5 | Affidavit of Posting |
| 22.6. | Ex 6 | Transmittal of Comments |
| 22.7. | Ex 7 | Comments |
| 22.8. | Ex 8 | Request to Place Application on Hold |
| 22.9. | Ex 9 | Application on Hold |
| 22.10. | Ex 10 | Response to Comments and Revised Application |
| 22.11. | Ex 11 | Notice of SEPA Action |

- 22.12. Ex 12 Mitigated Determination of Non-significance
 - 22.13. Ex 13 Legal Notice of Hearing
 - 22.14. Ex 14 Notice of Public Hearing
 - 22.15. Ex 15 Staff Report
23. The Kittitas County Hearing Examiner considered all evidence within the record in rendering this decision.
24. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Kittitas County Hearing Examiner has been granted the authority to render this decision.
2. As conditioned, the planned development rezone is consistent with the Kittitas County Comprehensive Plan and Zoning Code.
3. As conditioned, the Long Plat is consistent with the Kittitas County Comprehensive Plan and Zoning Code.
4. As conditioned, this proposal is consistent with applicable federal and state laws and regulations.
5. Public use and interest will be served by approval of this proposal.
6. As conditioned, the proposal is consistent with Kittitas County Code Title 16 Subdivision, Title 17 Zoning, Title 17A Critical Areas, Title 15 Environmental, Title 12 Roads and Bridges, and Title 20 Fire & Life Safety.
7. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

III. RECOMMENDED DECISION

Based on the above Findings of Fact and Conclusions of Law, PD-24-00002 and LP-25-00004, is hereby recommended to be **APPROVED** subject to the following Conditions of Approval.

IV. RECOMMENDED CONDITIONS OF APPROVAL

1. The applicant shall submit to Kittitas County a final PUD development plan in accordance with KCC 17.36.
2. All development shall conform substantially to the application and accompanying materials submitted on August 21, 2025.
3. Applicant shall comply with the mitigation measures outlined in SEPA Determination SE-24-0001 issued on September 24, 2025.
4. Applicant shall meet all state and federal regulations.

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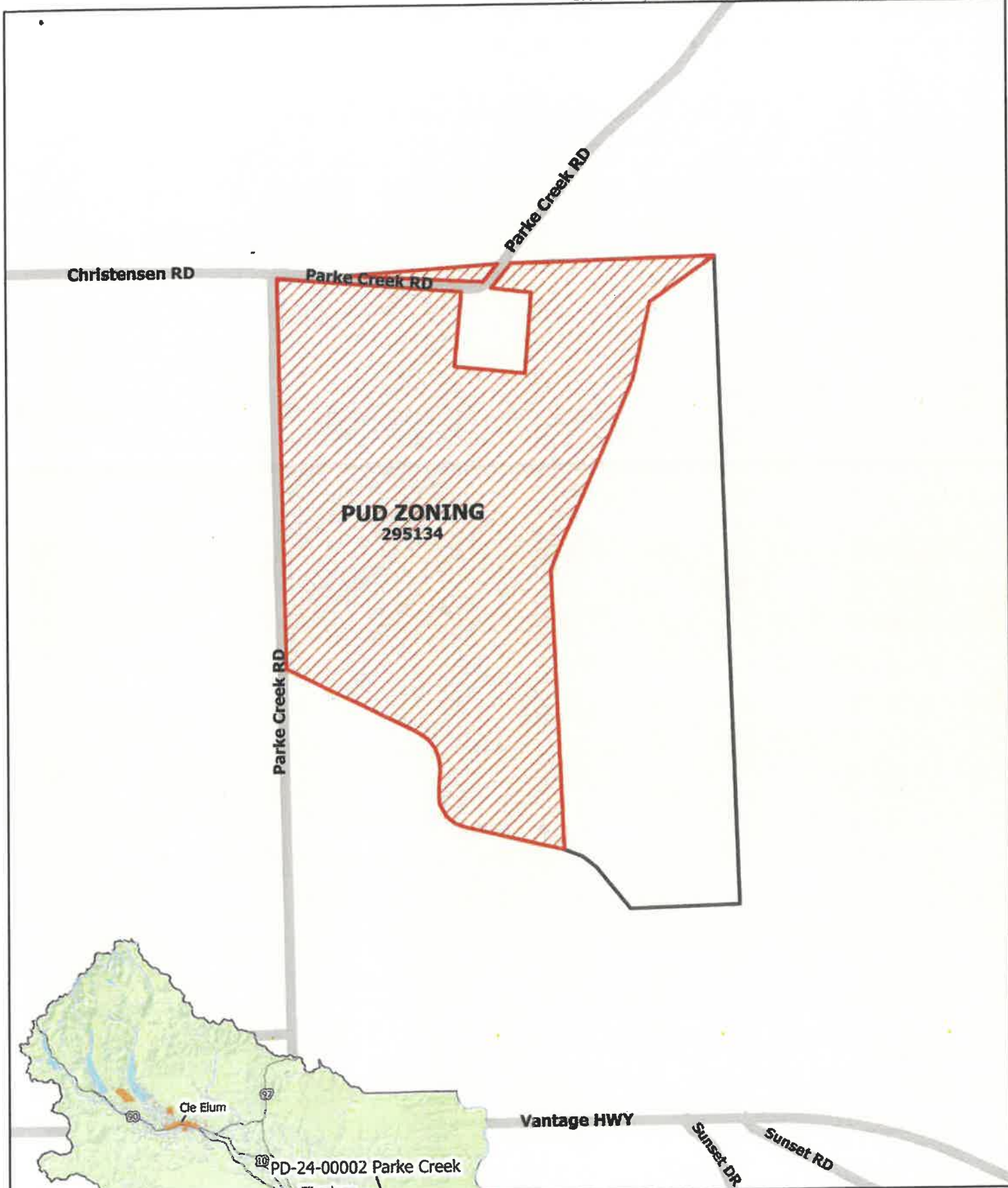
Dated this 8 day of December, 2025

KITTITAS COUNTY HEARING EXAMINER



Andrew L. Kottkamp

This Decision is subject to appeal pursuant to the Kittitas County Code and the Revised Code of Washington.



PD-24-00002 Parke Creek Exhibit B

Ellie Myers 1-9-2026 Source: Kittitas County GIS